

DEVELOPMENT SERVICES DEPARTMENT  
ENVIRONMENTAL COORDINATOR  
450 110<sup>th</sup> Ave NE., P.O. BOX 90012  
BELLEVUE, WA 98009-9012

**OPTIONAL DETERMINATION OF NON-SIGNIFICANCE (DNS) NOTICE MATERIALS**

The attached materials are being sent to you pursuant to the requirements for the Optional DNS Process (WAC 197-11-355). A DNS on the attached proposal is likely. This may be the only opportunity to comment on environmental impacts of the proposal. Mitigation measures from standard codes will apply. Project review may require mitigation regardless of whether an EIS is prepared. A copy of the subsequent threshold determination for this proposal may be obtained upon request.

File No. 18-132391-LD

Project Name/Address: Crossroads Multifamily - 15600 NE 8th St  
Phased SEPA Review - Phase 1 - Development Agreement

Planner: Peter Rosen

Phone Number: 425-452-5210

**Minimum Comment Period:** January 21, 2021

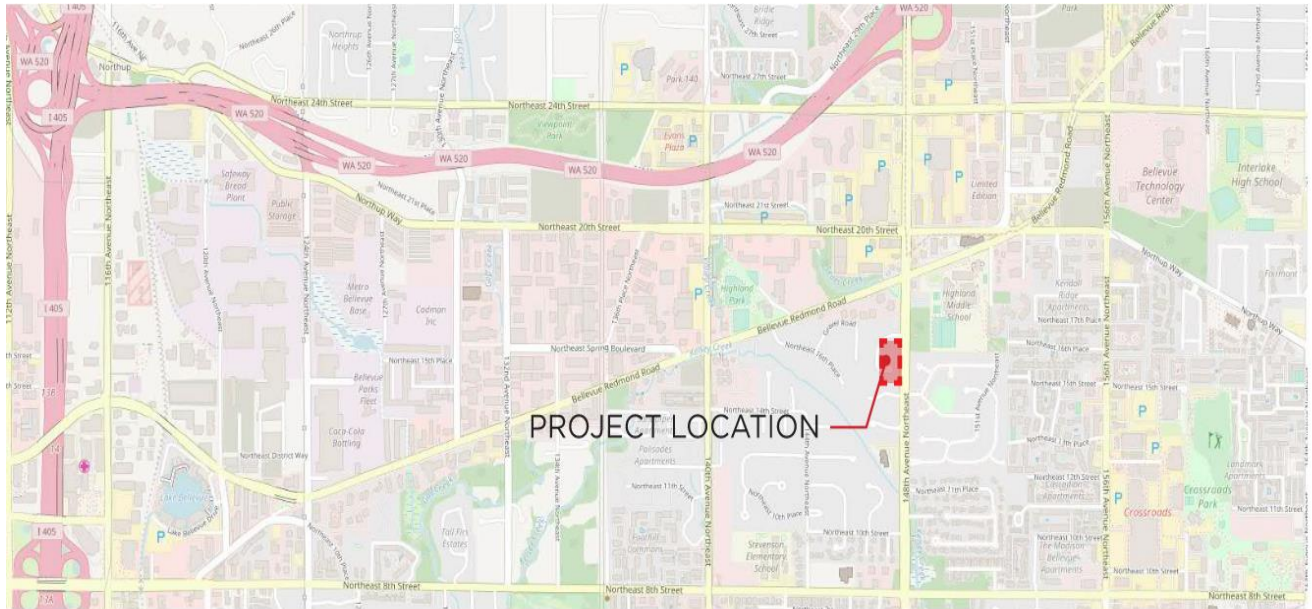
Materials included in this Notice:

- ☒ Blue Bulletin
- ☒ Checklist
- ☒ Vicinity Map
- ☒ ☐ ☐ ☐ Plans
- ☐ ☐ ☐ Other:

**OTHERS TO RECEIVE THIS DOCUMENT:**

- ☒ State Department of Fish and Wildlife / [Sterwart.Reinbold@dfw.gov](mailto:Sterwart.Reinbold@dfw.gov); [Christa.Heller@dfw.wa.gov](mailto:Christa.Heller@dfw.wa.gov);
- ☒ State Department of Ecology, Shoreline Planner N.W. Region / [Jobu461@ecy.wa.gov](mailto:Jobu461@ecy.wa.gov); [sepaunit@ecy.wa.gov](mailto:sepaunit@ecy.wa.gov)
- ☒ Army Corps of Engineers [Susan.M.Powell@nws02.usace.army.mil](mailto:Susan.M.Powell@nws02.usace.army.mil)
- ☒ Attorney General [ecyolyef@atg.wa.gov](mailto:ecyolyef@atg.wa.gov)
- ☒ Muckleshoot Indian Tribe [Karen.Walter@muckleshoot.nsn.us](mailto:Karen.Walter@muckleshoot.nsn.us); [Fisheries.fileroom@muckleshoot.nsn.us](mailto:Fisheries.fileroom@muckleshoot.nsn.us)





VICINITY MAP

WHEN RECORDED RETURN TO:

City of Bellevue  
City Attorney's Office  
PO Box 90012  
Bellevue, WA 98009-9012  
Attn: \_\_\_\_\_

**Document Title:**                      **Development Agreement**

**Grantor:**                                Terranomics Crossroads Associates, a California limited partnership

**Grantee:**                                City of Bellevue, a Washington municipal corporation

**Legal Description:**

**Abbreviated Legal Description:**

9135 –

W 1030 FT OF S 1/2 OF SW 1/4 OF SE 1/4 LESS S 465.60 FT LESS CO RD LESS POR WITHIN FOLG-BEG AT PT 1030 FT E & 585.83 FT N OF SW COR OF SUBD TH N 279.17 FT TH W 575 FT TH S 300 FT TH E 257.50 FT TH N 20.83 FT TH E 317.50 FT TO BEG

9150 –

BEG AT SW COR OF SW 1/4 OF SE 1/4 TH E 1030 FT TH N 01-11-55 E 585.83 FT TO TPOB TH N 01-11-55 E 279.17 FT TH N 88-42-24 W 575 FT TH S 01-11-55 W 300 FT TH S 88-42-24 E 257.50 FT TH N 01-11-55 E 20.83 FT TH S 88-42-24 E 317.50 FT TO TPOB

**Full Legal Description:**                      See Attachment A

**Assessor's Tax Parcel No.:** 262505-9150; 262505-9135

**Reference Nos. of Documents Released or Assigned:** N/A

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“Agreement” or “Development Agreement”) is entered into, as of the Effective Date described below, by and between the **CITY OF BELLEVUE**, a Washington municipal corporation (“City”) and **TERRANOMICS CROSSROADS ASSOCIATES**, a California limited partnership (“Grantor”). The City and Grantor are known individually as a “Party” and together as the “Parties.”

### RECITALS

WHEREAS, this Development Agreement is for the purposes of setting forth the applicable development standards and other provisions related to the development described herein, and the Agreement is adopted pursuant to authority provided in RCW 36.70B.170 *et seq.*; and

WHEREAS, Grantor wishes to develop a mixed-use development commonly referred to as “Crossroads Multi-family Project,” or the “Project,” on property adjacent to the west side of the Crossroads Park and Community Center in the Crossroads Subarea, as legally described in Attachment A; and

WHEREAS, the Project is zoned Community Business (CB) and is subject to the development standards and regulations applicable to a Community Retail Design District, Chapter 20.25I of the Land Use Code (LUC), and to the standards and regulations contained in LUC 20.10.440 and LUC 20.20.010; and

WHEREAS, while the proposed site of the Project is zoned CB, a zoning classification which generally allows the mix of uses and density envisioned by Grantor, the site is located in Crossroads Planning District E where multifamily development may be allowed through a development agreement that is approved by the City Council and consistent with Chapter 36.70B RCW; and

WHEREAS, because the Project is located in Crossroads Planning District E, this Development Agreement must include design guidelines that are consistent with Comprehensive Plan Policies S-CR-79 and S-CR-81 regarding the creation of mixed-use developments with pedestrian connections, park connections where appropriate, and public open space; and

WHEREAS, the Project is consistent with existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-79: *Multifamily uses are not appropriate north of NE 8th Street within District E, except that mixed use multifamily developments may be appropriate when they: 1) are high quality; 2) are designed to avoid conflicts with commercial uses; 3) include measures that ensure residential and commercial uses complement each other, including outdoor gathering areas, public open space, park connectivity where appropriate, and pedestrian connections and activity areas; and 4) are generally consistent with Figure S-CR. 2;* and

WHEREAS, the Project is consistent with the existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-81: *Require development to include pedestrian connections, open space, and activity areas to support site residents and users;* and

WHEREAS, the Project includes public benefits that ensure residential and commercial uses complement each other consistent with Comprehensive Plan Policies S-CR-79 and S-CR-81 and Figure S-CR.2, including the Open Space Opportunity Area, Park Interface Area, and Mid-Block Connection Urban Trail (collectively, the “Public Benefits”); and

WHEREAS, the Parties have developed Public Benefit Design Guidelines (Attachment C) to guide the Project’s development and to optimize the Public Benefits; and

WHEREAS, the Project is also consistent with existing Comprehensive Plan Policy LU-19: *Encourage mixed residential/commercial development in all Neighborhood Business and Community Business land use districts where compatibility with nearby uses can be demonstrated*; and

WHEREAS, the Project is also consistent with existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-18: *Develop a prominent new open space area and entrance to Crossroads Park that increases visibility and access to the Park and is integrated with adjacent commercial uses generally consistent with Figure S-CR 2*; and

WHEREAS, the Project is also consistent with existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-19: *Provide physical and visual connectivity to Crossroads Park, where appropriate*; and

WHEREAS, the Project is also consistent with existing Comprehensive Plan, Crossroads Subarea Plan Policy S-CR-31: *Development and implement safe mid-block crossings where appropriate on superblocks*; and

WHEREAS, Grantor will be required to separately apply for all necessary land use and construction permits for the Project, including project-level review under the State Environmental Policy Act, Chapter 43.21C RCW (SEPA); and

WHEREAS, RCW 36.70B.170(1) authorizes the City to enter into a development agreement with an entity having ownership or control of real property within its jurisdiction; and

WHEREAS, RCW 36.70B.170(1) requires a development agreement set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, RCW 36.70B.170(1) requires a development agreement be consistent with applicable development regulations adopted by a local government planning under Chapter 36.70A RCW; and

WHEREAS, under RCW 36.70B.170, the execution of a development agreement is a proper exercise of city police power and contract authority and shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety; and

WHEREAS, under RCW 36.70B.170, a development agreement may obligate a party to fund or provide services, infrastructure, or other facilities; and

WHEREAS, this Development Agreement is subject to review under SEPA with the opportunity for public comment, and RCW 36.70B.200 requires that the City hold a public hearing prior to approving the Agreement by ordinance or resolution; and

WHEREAS Grantor will benefit from the execution of this Development Agreement to enable multifamily housing on the Project site and will gain additional certainty about allowable uses of the Project site; and

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

## **AGREEMENT**

### **A. Crossroads Multifamily Project.**

1. **Project.** As provided in Ordinance \_\_\_\_\_, Grantor agrees that the Project shall include up to 224 dwelling units and approximately 14,500 square foot of commercial space as shown in Attachment B (“Recordable Exhibits”) and shall include the Public Benefits as set forth in the Recitals, depicted on Attachment B, and described in Attachment C (“Public Benefits Design Guidelines”). Attachment B and Attachment C are incorporated herein by reference.

### **B. Public Benefits.**

1. **Development.** Grantor shall be responsible for developing the Public Benefits as shown on Attachment B and described in Attachment C, consistent with the Public Benefits Design Guidelines. The Public Benefits are:
  - a. Open Space Opportunity Area;
  - b. Mid-Block Connector/Urban Trail;
  - c. Park Interface Area; and
  - d. Pedestrian Improvements
2. **Timing of Public Benefits.** The Public Benefits shall be installed prior to the City’s issuance of any Certificate of Occupancy for the Project.

### **C. Easements, Permits, and Agreements.**

1. Grantor and Grantee previously executed a “Sidewalk, Utilities and Landscape Easement” recorded under King County Records No. 20130524001949 (“Existing Easement”) for the purposes of constructing, maintaining, repairing, replacing, improvement, removing, and using an easement on certain portion of City property (Crossroads Park) for sidewalk, utilities, and landscaping. Grantor agrees and accepts

that the Project and its installation of Public Benefits will require additional permits, approvals, and permissions from the City.

2. The Project is currently being reviewed by the City under ADR No. 18-132391-LD, and Grantor shall obtain all requisite land use and construction permits and approvals from the City prior to construction.

**D. Vesting and Reserved Rights.**

1. The Project shall vest in accordance to the applicable provisions governing the required City permits and approvals, including but not limited to the vesting provisions in LUC 20.40.500.
2. The City reserves authority pursuant to RCW 36.70B.170(4) to impose new or different development regulations or land use controls to the extent required by a serious threat to public health or safety.

**E. No Approval of Project-Related Actions.**

The execution of this Development Agreement does not, in and of itself, permit any specific development. Grantor is required to apply for a separate project-level permit(s) for the Project, which will be reviewed by the City, and project-level SEPA review is also required for the Project. In addition to compliance with this Development Agreement, the Project shall be reviewed for compliance with all applicable development regulations in order to obtain the necessary City permits and approvals.

Nothing in this Agreement shall be interpreted to limit the City's exercise of its regulatory powers with respect to the Project or any other development proposal on the Property, or other regulatory matters in accordance with applicable law. Nor shall this Agreement be interpreted as: (a) a full and final determination as to the consistency of the Project to applicable plans, codes, and ordinances; (b) an agreement or commitment by the City to approve any or all development on the Property; or (c) any commitment whatsoever by the City with respect to any future discretionary decisions that may be required for development of the Property. To the extent allowable by law, any permit or approval issued by the City after the execution of this Development Agreement shall be consistent with this Development Agreement.

**F. Compliance with Laws.**

Notwithstanding anything in this Agreement, Grantor will comply with all applicable federal, state and local laws and will pursue all necessary land use and technical permits for the Project.

**G. Term and Termination.**

This Development Agreement shall go into effect on the date it is fully executed by the Parties ("Effective Date"). This Development Agreement shall be effective until five (5) years after the Effective Date, provided that the term shall automatically be extended for the life of any land use permit and/or building permit approved consistent with this Agreement. If the Project is constructed pursuant to this Development Agreement, the rights and obligations conferred by this Development Agreement shall remain in effect for the life of the Project. Otherwise, upon expiration of the 5 year term, as may be extended as described above, this Development



Agreement shall automatically terminate. Time is of the essence with respect to all provisions of this Agreement.

#### **H. Amendment.**

1. No amendment to this Development Agreement shall be effective unless approved by both Parties in writing and recorded with the King County Department of Records and Elections. The City Manager or his/her designee may approve amendments to the Agreement or the Design Guidelines if the amendment is administrative in nature, will serve to correct an error or streamline a process contained in this Agreement, or if the following criteria are met:

- a. The amendment does not result in any significant adverse impact on City property or to the public, following consultation with the Land Use Director, Community Development Director, and Parks Director; and
- b. The amendment is within the general scope, purpose and intent of this Agreement and the Design Guidelines; and
- c. The amendment complies with all applicable provisions of the LUC and Bellevue City Code; and
- d. The amendment does not result in any change in the nature of the Public Benefits described in this Agreement and the Design Guidelines; and
- e. The amendment will not violate any state or local laws, including SEPA and the Growth Management Act, Chapter 36.70A RCW.

2. All other substantive amendments to this Development Agreement must be approved by resolution of the City Council after public notice and hearing.

#### **I. Binding Effect; Assignability.**

This Development Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, transferees, and assigns.

#### **J. Effect of Grantor Approval.**

The Development Agreement does not impose an obligation on Grantor or its successors or assigns to develop the Project. It is understood that this Agreement is applicable solely to the Project and does not inure to the benefit of any other development that may be proposed on the Property or to any of Grantor's other projects.

#### **K. Representations and Warranties.**

Each signatory to this Development Agreement represents and warrants that he or she has full power and authority to execute and deliver this Development Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Development Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Development Agreement will constitute a valid, legal, and

binding obligation that shall run with the land and shall be enforceable against each Party in accordance with the terms contained herein.

**L. Governing Law and Venue.**

This Development Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue for any action arising out of or relating to this Development Agreement shall be exclusively in the state and federal courts of King County, Washington. In the event of any apparent conflicts between the provisions of City Code or ordinances and this Development Agreement, this Development Agreement shall prevail.

**M. Full Understanding.**

The Parties acknowledge, represent and agree that they have read this Development Agreement; they fully understand the terms thereof; they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and they are executing this Agreement after sufficient review and understanding of its contents and of their own free will and not under duress.

**N. Remedies.**

The City and Grantor reserve their rights to all remedies available to them at law or at equity. If Grantor begins but does not finish construction of the Project, the remedy shall include the right to compel specific performance of the Public Benefits set forth in this Development Agreement.

**O. Attorneys' Fees.**

Should it be necessary for any Party to this Development Agreement to initiate legal proceedings to adjudicate any issues arising hereunder, the Party or Parties to such legal proceedings who substantially prevail shall be entitled to reimbursement of their attorneys' fees, costs, expenses, and disbursements (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing Party in preparing to participate in mediation or arbitration, to bring suit, on appeal, on petition for review, and in enforcing any judgment or award, from the other Party.

**P. Waiver.**

The waiver by a Party of a breach of any provision of this Development Agreement by the other Party shall not operate or be construed as a waiver of that or any subsequent breach by that Party unless in writing and signed by the Party against whom enforcement of the waiver is sought.

**Q. Severability.**

This Development Agreement is expressly made and entered into under the authority of RCW 36.70B.170 *et seq.* This Development Agreement does not violate any federal or state statute, rule, regulation, or common law known to the Parties; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions of this Agreement remaining in full force and effect.

In the event that any Public Benefits as set forth in this Agreement shall be invalidated or found in violation of any statute, rule, regulation or common law, the City Council reserves the right to reopen the public hearing and to determine whether additional or substitute public benefits of a

substantially like kind that effectuate the City's Comprehensive Plan policies should be required to be undertaken by Grantor in order to mitigate impacts that may arise as a result of the invalidation of any such Public Benefits.

**R. Equal Opportunity to Participate in Drafting.**

The Parties have participated in and have had an equal opportunity to participate in the drafting of this Development Agreement. No ambiguity shall be construed against any Party based upon a claim that the Party drafted the ambiguous language.

**S. Reservation of City Authority.**

As required by RCW 36.70B.170(4) and notwithstanding any other term of this Development Agreement, the City reserves, to the fullest extent of the law, the right to establish and impose new or different additional regulations to the extent required to address a serious threat to public health, safety, and welfare. Nothing in this Agreement abrogates the City's inherent police power or its ability to protect the public health, safety and welfare.

**T. Notice.**

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours or two (2) business days after deposit in the U.S. mail, postage prepaid, or one (1) business day if sent by overnight courier such as FedEx or UPS to the Parties at the addresses set forth below, or to such other place as a Party may from time to time designate by written notice to the other Party:

**CITY OF BELLEVUE**

Attention: Land Use Director  
Development Services Department  
450 110<sup>th</sup> Ave. NE  
Bellevue, WA 98006

PO Box 90012  
Bellevue, WA 98009-90012

With a copy to:  
City of Bellevue, City Attorney  
450 110<sup>th</sup> Ave. NE  
Bellevue, WA 98006

PO Box 90012  
Bellevue, WA 98009-90012

**TERRANOMICS CROSSROADS ASSOCIATES**

Retail Opportunity Investments Corp  
Attention: Richard Schoebel  
11250 El Camino Real, Suite 200

San Diego, CA 92130  
Email: [rschoebel@roireit.net](mailto:rschoebel@roireit.net)

With a copy to:  
Jessica Clawson  
McCullough Hill Leary PS  
701 5<sup>th</sup> Avenue Suite 6600  
Seattle, WA 98104  
Email: [jessie@mhseattle.com](mailto:jessie@mhseattle.com)

**U. Final and Complete Agreement.**

This Development Agreement constitutes the final and complete expression of the Parties on the development standards governing Grantor's development of the Property. This Development Agreement may not be modified, amended, waived or revoked orally, but only by a writing signed by all Parties and in compliance with the terms of this Agreement.

This Development Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Development Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Development Agreement.

**V. Recording Required.**

This Development Agreement shall be recorded by Grantor with King County at Grantor's expense. Grantor shall promptly provide a conformed copy of the recorded Agreement to City.

**W. Force Majeure.**

Neither Party shall be deemed in default hereunder and neither shall be liable to the other if either is substantially unable to perform its obligations hereunder by reason of any fire, earthquake, flood, tsunami, hurricane, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, war, military necessity or operations, act of God, or similar event beyond such Party's control.

**X. No Third Party Beneficiaries.**

There are no third-party beneficiaries to this Agreement. No person or entity other than a Party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

**Y. No Joint Venture.**

No joint venture or partnership is created by this Agreement.

**Z. Counterparts.**

This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of those counterparts together shall constitute one and the same Agreement.

**[SIGNATURES BEGINNING ON NEXT PAGE]**

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT  
TERRANOMICS CROSSROADS ASSOCIATES, a California limited partnership (Grantor)  
and  
THE CITY OF BELLEVUE (Grantee)

IN WITNESS WHEREOF, the Parties hereto have executed these presents as of the day and year first above written.

TERRANOMICS CROSSROADS ASSOCIATES  
a California limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Attorney for Terranomics Crossroads  
Associates, LP

STATE OF WASHINGTON)  
 ) ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to executed the instrument and acknowledged it as the \_\_\_\_\_ of Terranomics Crossroads Associates, LP, a California limited partnership, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Notary Public \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

(Use this space for notarial stamp/seal)

IN WITNESS WHEREOF, the Parties hereto have executed these presents as of the day and year first above written.

STATE OF WASHINGTON)  
COUNTY OF KING) ss.

Dated: \_\_\_\_\_

(Use this space for notarial stamp/seal)

**ATTACHMENT A**  
**Legal Description of Property**

**LEGAL DESCRIPTION**

**PARCEL A:**

**THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER;  
THENCE SOUTH 88°42'24" EAST, ALONG THE SOUTH LINE OF SAID SECTION,  
1,030 FEET;  
THENCE NORTH 1°11'55" EAST 1,772.6 FEET;  
THENCE NORTH 88°42'24" WEST, PARALLEL TO SAID SOUTH LINE, 1,030 FEET;  
THENCE SOUTH 1°11'55" WEST ALONG THE WEST LINE OF SAID SOUTHEAST  
QUARTER 1,772.6 FEET TO THE POINT OF BEGINNING.**

**EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 156TH  
AVENUE N.E. BY DEEDS RECORDED NOVEMBER 25, 1922 AND DECEMBER 6, 1922  
UNDER RECORDING NOS. 1677851 AND 1681551;**

**EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR  
N.E. 8TH STREET BY DEED RECORDED DECEMBER 1, 1958 UNDER RECORDING NO.  
4970969;**

**EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROADS  
PURPOSES AT THE INTERSECTION OF SAID STREETS BY DEED RECORDED MARCH 20,  
1963 UNDER RECORDING NO. 5558467;**

**EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF BELLEVUE FOR  
LANDSCAPING AND SIDEWALKS BY DEED OF DEDICATION RECORDED AUGUST 12,  
1977 UNDER RECORDING NOS. 7708120967, 7708120968, 7708120969 AND 7708120970;**

**ALSO EXCEPT THOSE PORTIONS DESCRIBED IN DEED TO THE CITY OF BELLEVUE  
RECORDED JUNE 11, 1992 UNDER RECORDING NO. 9206111175;**

**ALSO EXCEPT ANY PORTION LYING WITHIN BOUNDARY LINE ADJUSTMENT  
NO. BLA-98-833, DECLARATION OF LOT COMBINATION NO. DLC-98-832, RECORDED  
OCTOBER 13, 1998 UNDER RECORDING NO. 9810139003 OF KING COUNTY,  
WASHINGTON;**

**ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF BELLEVUE, DESCRIBED  
IN DEED RECORDED APRIL 16, 2001 UNDER RECORDING NO. 20010416000823, RECORDS  
OF KING COUNTY, WASHINGTON.**



**PARCEL B:**

**LOT 2 OF CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. BLA-98-833  
RECORDED OCTOBER 13, 1998 UNDER RECORDING NO. 9810139003, IN KING COUNTY,  
WASHINGTON.**

**PARCEL C:**

**A NON-EXCLUSIVE EASEMENT FOR ROAD, DRAINAGE AND UTILITY PURPOSES  
GRANTED AND DESCRIBED IN THE DOCUMENT ENTITLED "EASEMENT" RECORDED  
APRIL 7, 1964 UNDER RECORDING NO. 5720127 AND AMENDED  
MAY 6, 1966 AND DECEMBER 8, 1980 UNDER RECORDING NOS. 6025120 AND 8012080744,  
RECORDS OF KING COUNTY, WASHINGTON.**

**PARCEL D:**

**A NON-EXCLUSIVE EASEMENT FOR ACCESS DESCRIBED IN DOCUMENT ENTITLED  
"RECIPROCAL EASEMENTS" RECORDED DECEMBER 8, 1997 UNDER RECORDING NO.  
9712080823, RECORDS OF KING COUNTY, WASHINGTON.**

**ATTACHMENT B  
Site Plan**

**[Recordable Exhibits on following pages]**



**Crossroads**  
BELLEVUE

### DEVELOPER AGREEMENT RECORDABLE EXHIBITS

Mixed-Use /Multi-Family Project  
Bellevue, Washington

City of Bellevue Project Number: 18-132391-LD

December 01, 2020

Property Owner: **ROIC**

Development Manager: **GRACORP**

Architect: **MG2**

Landscape Architect: **HEWITT**

Civil Engineer: **kpf**

### 1a / PUBLIC BENEFIT

Stronger pedestrian connections from NE 8th, 160th, and 156th



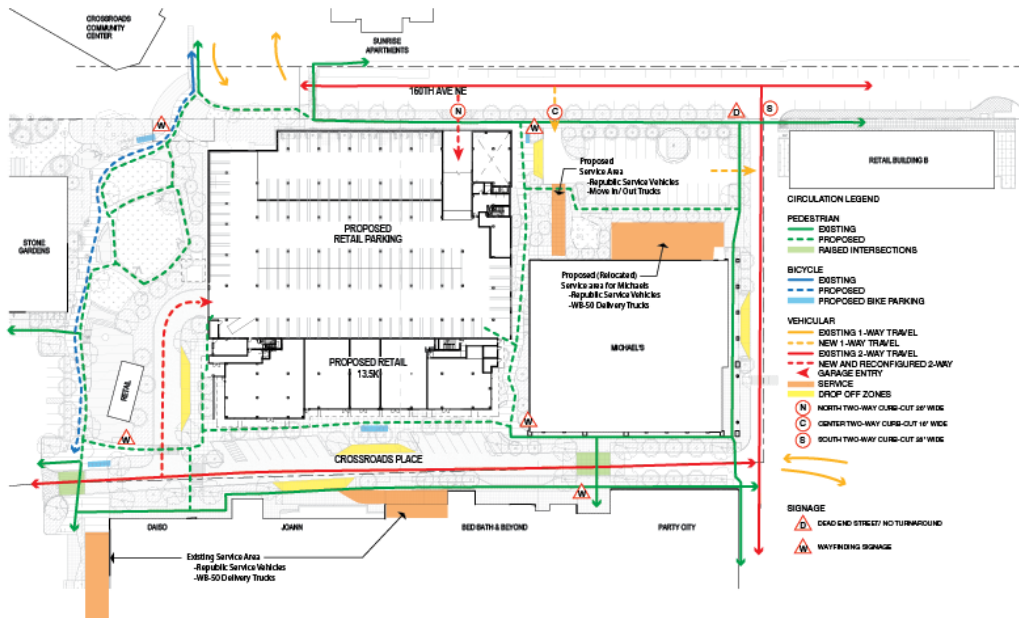
**Crossroads** **MG2**

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

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## 1b / PUBLIC BENEFIT

Strengthened pedestrian, bicycle, and vehicular circulation



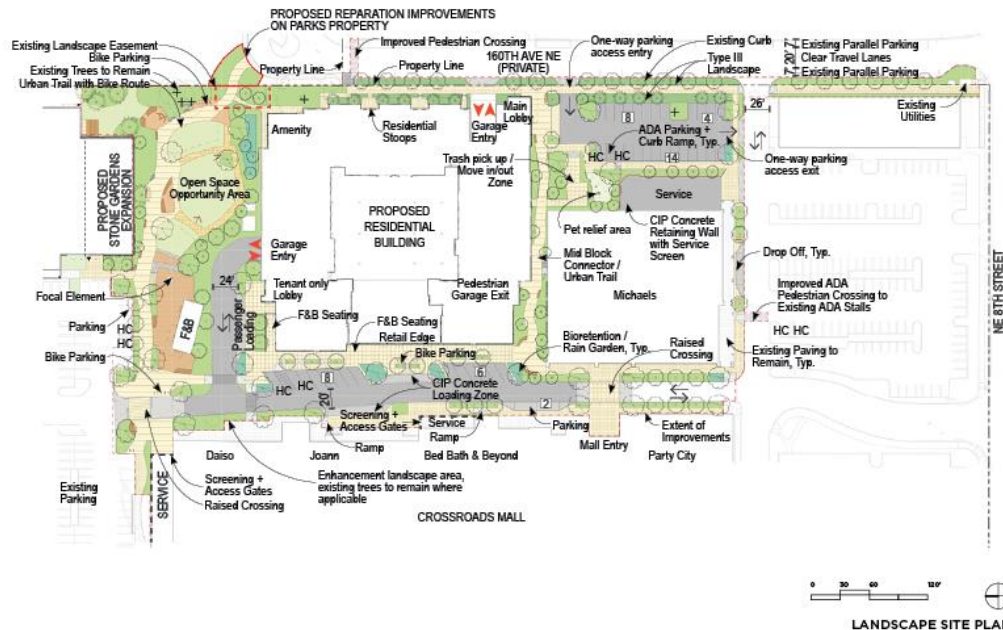
**Crossroads** **MG2**  
BELIEVE

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

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**PUBLIC BENEFIT**

Improved and programmed park connection

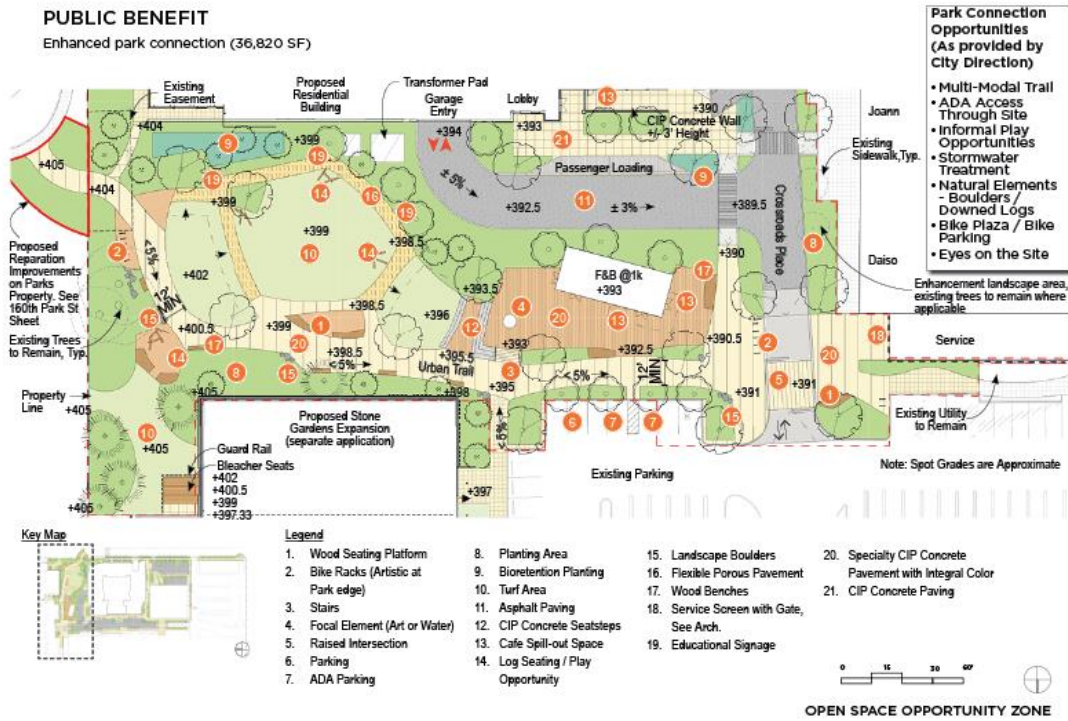


CrossRoads **MG2** HEWITT

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

4

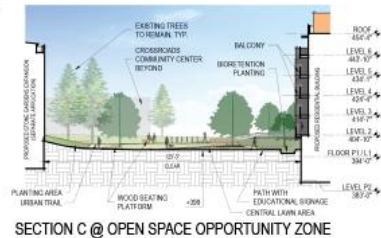
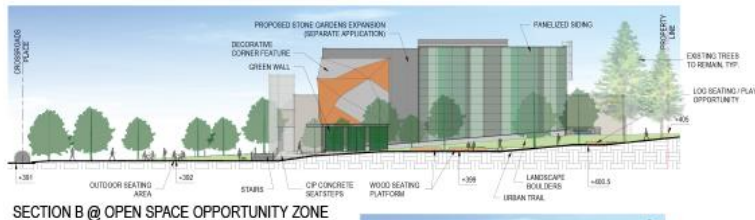
**PUBLIC BENEFIT**  
Enhanced park connection (36,820 SF)



Crossroads BELLEVUE **MG2 HEWITT**

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

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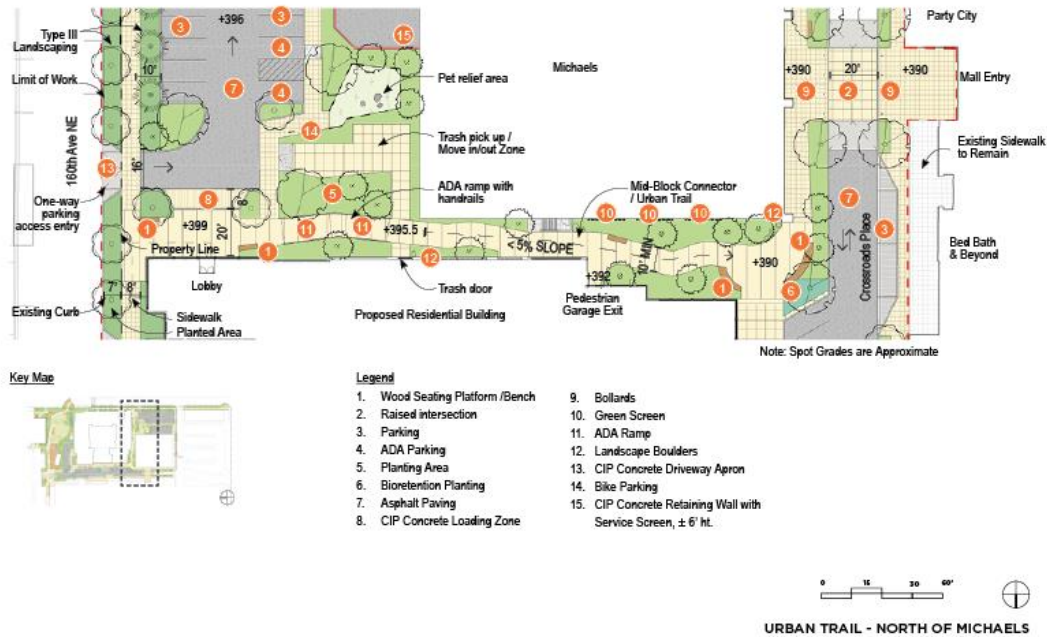
Crossroads BELLEVUE **MG2**

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

6

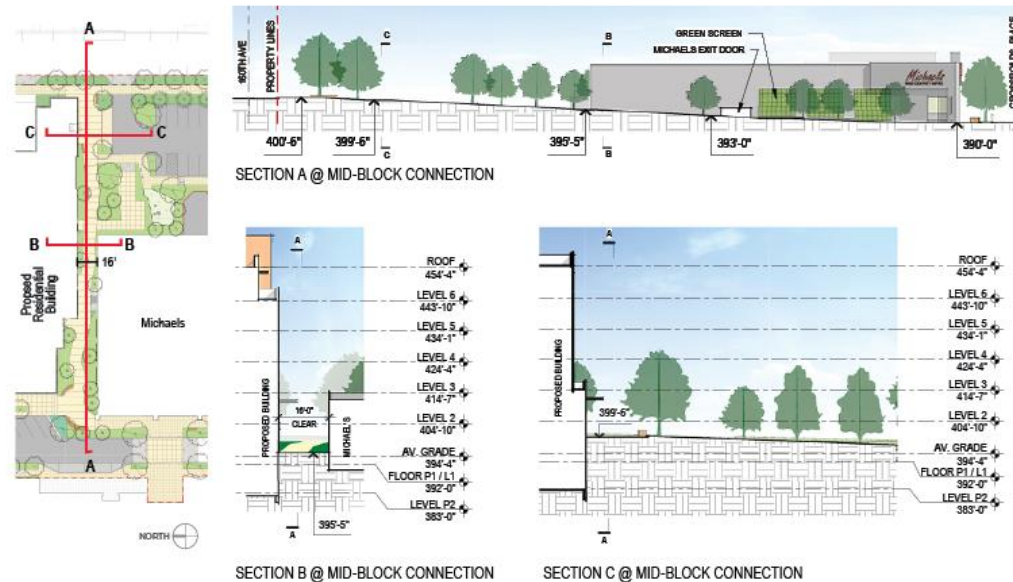


**URBAN TRAIL NORTH OF MICHAELS / 2ND PARK CONNECTOR PER CITY SUBAREA MASTER PLAN**  
Stronger connection, bringing together 160th and Shopping Center



Crossroads BELLEVUE	MG2	CROSSROADS MULTI FAMILY - BELLEVUE, WA	DEVELOPERS AGREEMENT 12.01.2020	PROJECT 18-132391-LD	7
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**URBAN TRAIL NORTH OF MICHAELS / 2ND PARK CONNECTOR PER CITY SUBAREA MASTER PLAN**  
Stronger connection, bringing together 160th and Shopping Center



Crossroads BELLEVUE	MG2 HEWITT	CROSSROADS MULTI FAMILY - BELLEVUE, WA	DEVELOPERS AGREEMENT 12.01.2020	PROJECT 18-132391-LD	8
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## DETAILS ON SECONDARY PEDESTRIAN CONNECTION



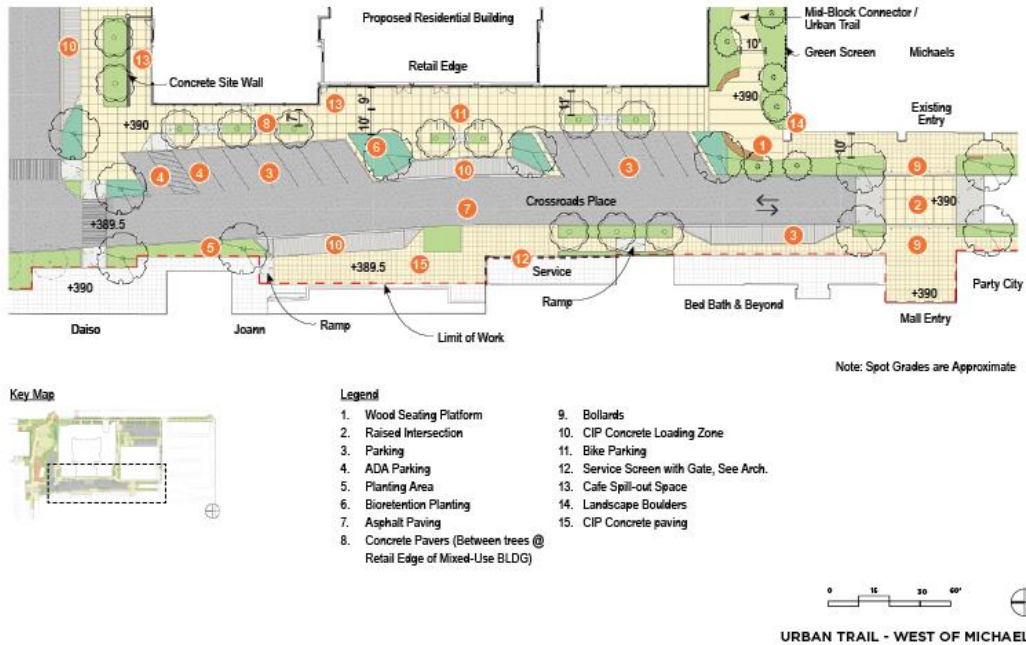
Crossroads **MG2 HEWITT**

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

9

## PUBLIC BENEFIT

Stronger Crossroads Place Experience



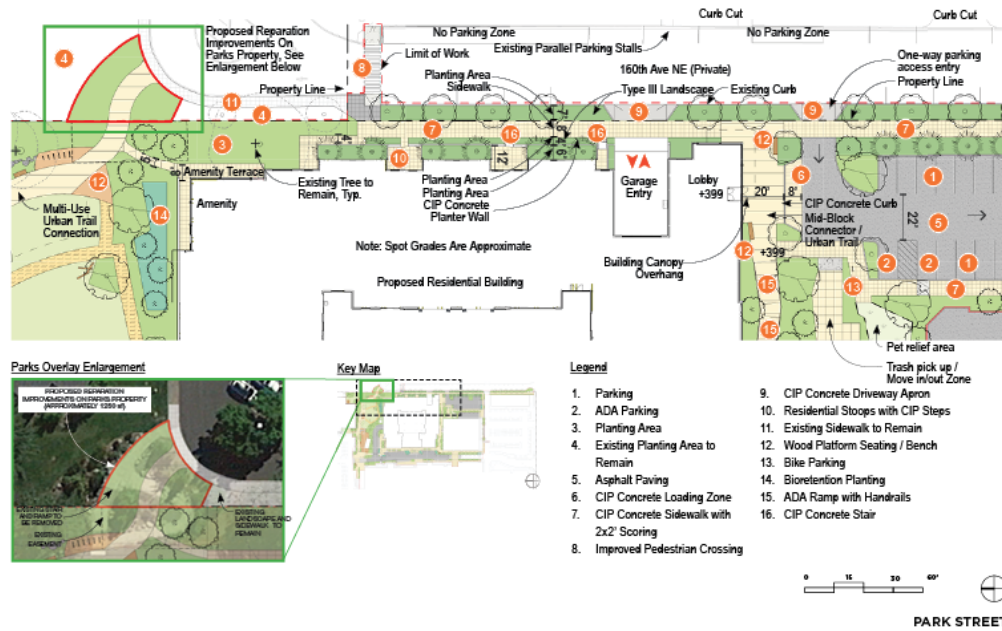
Crossroads **MG2 HEWITT**

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

10

## PUBLIC BENEFIT

Stronger Pedestrian Connection on 160th (Abuts Park)



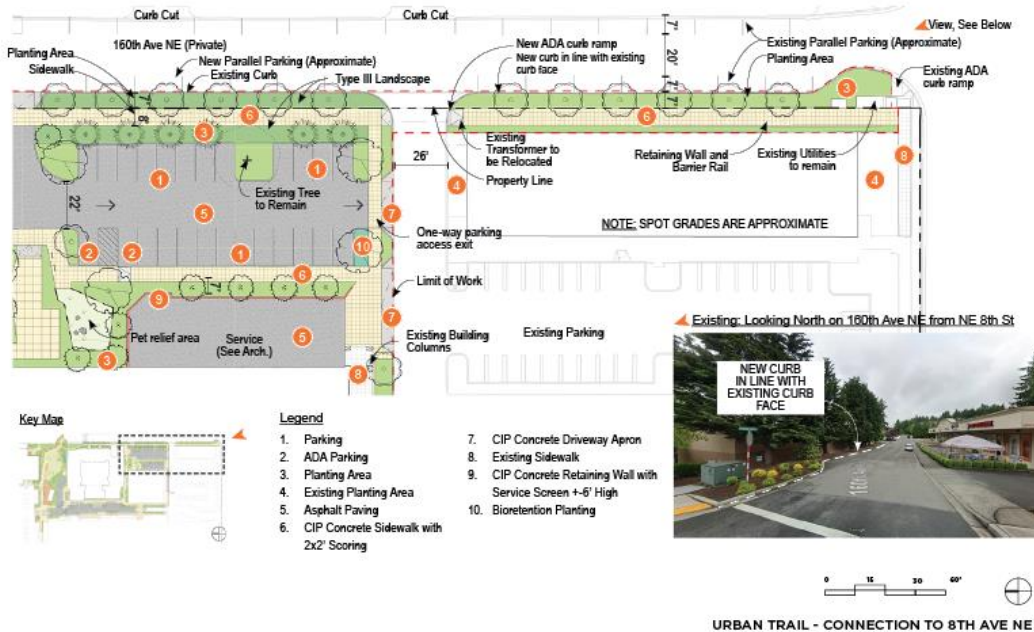
Crossroads **MG2** **HEWITT**

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

11

## PUBLIC BENEFIT

stronger pedestrian connection on 160th (continued south)

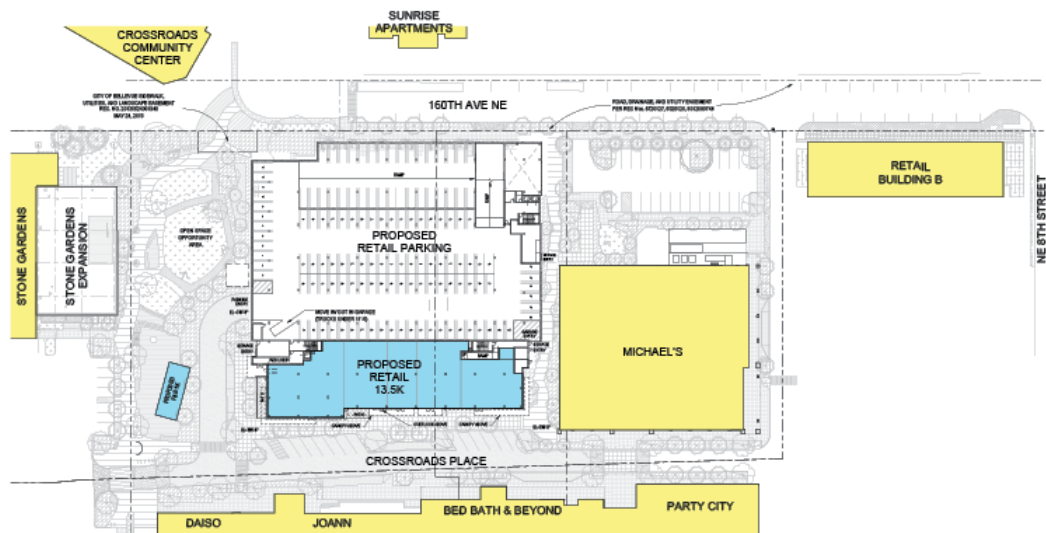


Crossroads **MG2**

CROSSROADS MULTI FAMILY - BELLEVUE, WA  
DEVELOPERS AGREEMENT 12.01.2020 PROJECT 18-132391-LD

12

**COMMERCIAL SPACE**  
14.5k of Commercial Space





## **ATTACHMENT C**

### **Public Benefits Design Guidelines**

#### **Design Guidelines**

In 2007, the City of Bellevue amended the Comprehensive Plan Crossroads Subarea Element after an extensive community visioning and planning process. The amendments called for a limited number of mixed-use multi-family residential units in Crossroads District E (Comp Plan Policies S-CR-79 and -81). The vision was for high-quality mixed-use projects that complement existing commercial uses while enhancing the pedestrian streetscape and connections with the City's Crossroads Park. The Project is a mixed-use development intended to implement the City's vision for Crossroads District E.

#### **I. Public Benefits.**

The Public Benefits shall include the Open Space Opportunity Area, Mid-Block Connector and Urban Trails, Park Interface Area, Pedestrian Improvements and enhanced landscaping, bike improvements, and other design features and amenities depicted in Attachment B and described in Attachment C.

Minor administrative modifications to the Public Benefits, Public Benefits Design Guidelines, or Attachment B may be approved by Development Services staff pursuant to Section H of this Agreement.

#### **II. Design Guidelines.**

In addition to compliance with the Bellevue Land Use Code and the CB District zoning standards, unless otherwise amended by the Development Agreement, the Project shall include the following Public Benefits:

1. **Open Space Opportunity Area.** The Project shall include an Open Space Opportunity Area that is intended to be activated as space for gathering, relaxation and enjoyment. Design shall emphasize the pedestrian-scaled relationship and connectivity with Crossroads Park through the use of pavement treatment, landscaping, lighting, and seating and street furniture. The Open Space Opportunity Area shall include pedestrian sidewalks and bicycle trails connecting the open space to the Crossroads Park and Community Center and includes opportunities for informal gathering through seating and hardscape features. The following shall be incorporated into the Open Space Opportunity Area, to the extent feasible:
  - Multimodal trail design;
  - ADA access through the Project;
  - Opportunities for informal play and facilitating social interaction;
  - Natural elements;
  - Stormwater treatment;

- Bike plaza/bike parking; and
  - Eyes on the site.
2. **Mid-Block Connector and Urban Trails.** The Project shall include a network of Urban Trails, including a mid-block connector urban trail running east-west between the residential project and existing retail (Michael's) development and an urban trail through the Open Space Opportunity Area to connect Crossroads Mall to Crossroads Park and Community Center. The Urban Trails shall be pedestrian oriented, activate the Project, and invite users into Crossroads Park and the Open Space Opportunity Area.

The following shall be incorporated:

- Generous width of sidewalk of a minimum 10';
  - Wayfinding signage that welcomes users and invites pedestrians into Crossroads Park;
  - Opportunities for adjacent commercial and residential activation to provide "eyes" into and onto the Urban Trails; and
  - Lighting shall be inviting and designed with CPTED principles.
3. **Park Interface Area** – The project shall include reparations and improvements (approximately 1,250 square feet) on the adjacent City-owned Crossroads Park and Community Center property. The improvements include an accessible urban trail connection between Crossroads Mall and Crossroads Park, landscaping, hardscape, signage and amenities as depicted on Attachment B. The improvements shall be constructed to Park's Department standards and will require additional permits, approvals and permission from the City.
4. **Pedestrian Improvements** – The project shall include pedestrian improvements to connect to the surrounding street and sidewalk network, to improve pedestrian safety and the pedestrian experience, and to activate the Project. The pedestrian improvements shall include a sidewalk along the west side of 160<sup>th</sup> Ave NE to connect to 8<sup>th</sup> Ave NE, and pedestrian improvements to the south and west of the existing retail (Michael's) development, as depicted in Attachment B.
5. **Signage.** In addition to compliance with the Bellevue Sign Code, the Project shall:
- Ensure that commercial signage is an integral part of the architectural design of the Urban Trail. Urban Trail signage should be scaled to enhance the pedestrian environment.
  - Include wayfinding signage to encourage pedestrian connectivity to Crossroads Park.



DEVELOPMENT SERVICES DEPARTMENT  
450 110<sup>TH</sup> AVENUE NE  
BELLEVUE, WA 98009-9012

**Environmental Checklist**  
**reviewed by Peter Rosen (PR)**  
**12/31/2020**

## **SEPA Environmental Checklist**

If you need assistance in completing the checklist or have any questions regarding the environmental review process, please visit the Land Use Desk in the Permit Center between 8 a.m. and 4 p.m., Monday through Friday (Wednesday, 10 to 4) or call or email the Land Use Division at 425-452-4188 or [landusereview@bellevuewa.gov](mailto:landusereview@bellevuewa.gov). Assistance for the hearing impaired: Dial 711 (Telecommunications Relay Service).

### ***Purpose of checklist:***

The City of Bellevue uses this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

### ***Instructions for applicants:***

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies and reports. Please make complete and accurate answers to these questions to the best of your ability in order to avoid delays.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The City may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

**PLEASE REMEMBER TO SIGN THE CHECKLIST.** Electronic signatures are also acceptable.

## A. Background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

**Crossroads Multifamily**

2. Name of applicant: [\[help\]](#)

MG2

3. Address and phone number of applicant and contact person: [\[help\]](#)

Mark Taylor

MG2

1101 2<sup>nd</sup> Ave suite 100

Seattle, WA 98101

206 962 6804

4. Date checklist prepared: [\[help\]](#)

December 30, 2020

5. Agency requesting checklist: [\[help\]](#)

City of Bellevue

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Construction to start fall of 2021 or as soon as applicable permits are issued.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

There is no further activity proposed beyond the Phase I and Phase II scope of work identified in this application.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

Environmental Checklist

Stormwater Site Plan

Stormwater Pollution Prevention Plan

Geotechnical Information Report

Traffic Impact Analysis

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

A Building Permit for Stone Gardens Expansion (adjacent to the Open Space Opportunity Zone) is currently with the City of Bellevue.

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

Design Review Approval by City of Bellevue

Development Agreement by City of Bellevue

Demolition Permits by City of Bellevue

Building Permits by City of Bellevue  
Plumbing/ Electrical/ Mechanical Permits by City of Bellevue  
Grading Permit by City of Bellevue  
Site Development Permit by City of Bellevue  
Utility Extension by City of Bellevue  
Sanitary Sewer Connection Permits by City of Bellevue  
Detailed Smoke Control by City of Bellevue  
NPDES Permit by Department of Ecology

SEPA Phased Review will  
be applied, consistent with  
WAC 197-11-060(5)

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

[\[help\]](#)

*Phase I-: Development Agreement- The proposed project consists of the public benefits as stated in the Developers Agreement submitted to the City of Bellevue December 2020. The public benefits were originally identified in the Crossroads Subarea Plan (Figure S-CR.2) of the Comprehensive Plan adopted on August 3<sup>rd</sup>, 2015. The public benefits generally involve the site related public spaces surrounding the mixed-use building described below in Phase II. The focus of the site related spaces is how they engage the building with the existing site context. The public benefits are:*

- A. Open Space Opportunity Zone (OSOZ)- Located directly west of the existing Crossroads Community Center Building, this 36,820sf area will include pedestrian sidewalks and bicycle trails connecting the open space to the Crossroads Park and Community Center and includes opportunities for informal gathering through seating and hardscape features.*
- B. Mid-Block Connector/ Urban Trail- The Project will include a network of Urban Trails; including a mid-block connector urban trail running east-west between the residential project and existing retail (Michael's) development, and an urban trail through the OSOZ to connect Crossroads Mall to Crossroads Park and Community Center. The Urban Trails shall be pedestrian oriented, activate the Project, and invite users into the Crossroads Park and the Open Space Opportunity Zone.*
- C. Park Interface Area- The project will include reparations and improvements (approximately 1,250 sf) on the adjacent City-Owned Crossroads Park and Community Center Property. The improvements include an accessible urban trail connection between Crossroads Mall and Crossroads Park, landscaping, hardscaping and amenities.*
- D. Pedestrian Improvements- The project will include pedestrian improvements to connect to the surrounding street and sidewalk network, to improve pedestrian safety and the pedestrian experience, and to activate the project. The pedestrian*

improvements will include a sidewalk along the west side of 160<sup>th</sup> Ave NE to connect to NE 8<sup>th</sup> Ave, and pedestrian improvements to the south and west of the existing retail (Michael's) development.

Phase II: Project- The proposed mixed-use building consist of five(5) stories of residential over one (1) level of retail/ parking, and one (1) basement parking level in a mixed-use building containing 224 residential units. Residential uses (including amenities and BOH) 220,000sf; Retail uses 14,500sf and parking garage uses 92,000sf for approximately 326,500sf. The retail uses consist of 13,500sf integrated in to ground level podium and a 1000sf freestanding pavilion in the OSOZ. The approximate 7.5 acre site currently contains retail and parking uses.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The site is located within the Crossroads Shopping Center near the Southeast corner at 160<sup>th</sup> Ave NE and NE 8<sup>th</sup> Street.

Site address: 15600 NE 8<sup>th</sup> Street, Bellevue, WA 98008

Tax Parcels: 2625059143, 2625059150, 2625059135, 2625059123, 2625059087

## B. Environmental Elements [\[help\]](#)

### 1. Earth [\[help\]](#)

- a. General description of the site: [\[help\]](#) (select one): ☒ Flat, ☐ rolling, ☐ hilly, ☐ steep slopes, ☐ mountainous, other: The site is generally flat with a gentle slope from southwest (low point) to northeast (high point) across the site.
- b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)  
The steepest area is approximately 10% and occurs in the Open Space Opportunity Zone in order to connect the plaza along Crossroads Place on the west to the Crossroads Community Center Property on the east.
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in

removing any of these soils. [\[help\]](#)

*Clay soils.*

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

*There are no signs of unstable soils.*

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

*Phase I: The Open Space Opportunity Zone located on the North side of the mixed-use building will contain approximately 30,000 cubic yards of fill to allow seamless connection for pedestrians between Crossroad Shopping Center and the Crossroad Community Center.*

*Phase II: Excavation will be performed for the proposed below-grade structure and for utility trenching. The estimated maximum excavation depth is approximately 23 feet. The area adjacent to below-grade building walls will be backfilled, as will utility trenches. General site grading will be performed to ensure a level base for construction of the single-story pavillion north of the main building in the OSOZ and to allow for the direction of storm water runoff to collection points. The total disturbance area is approximately 4.55 acres. Total excavation is approximately 39,400 cubic yards. The source fill will be imported or excavated on-site soils.*

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

*Yes. Depending on weather conditions, erosion could occur as a result of construction activities.*

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

*The current existing condition of the site is predominantly an asphalt parking lot with minimal landscape. After the project construction, impervious surfaces will be approximately 76.2% overall. Phase I will contain all newly pervious surfaces primarily in the OSOZ and will consist of lush landscape planting areas, trees, lawn areas, bioswales for stormwater, as well as porous sidewalks where appropriate. The remaining public benefits of Urban trails/ midblock connector, and pedestrian improvements will all incorporate new landscaping areas, trees, and where appropriate bioswales. Phase II being the building itself will be 100% impervious. However, there will be an expansive roof amenity deck at L2 which will have additional landscape areas.*

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

*A temporary erosion and sedimentation control plan will be*

*designed per the City of Bellevue standards and implemented on the site during the construction phase of the project to control erosion impacts.*

Erosion control regulated  
by BCC 23.76

**2. Air** [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)  
*During the construction phase of the project emissions from construction equipment would be present. Upon project completion emissions from vehicular traffic to and from the site would be present.*
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)  
*None are known to exist.*
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)  
*Construction equipment will be maintained and will comply with the state emission standards. In Phase I, significant landscaping, including efforts to keep some existing trees on site as well as new trees will be installed and will have a positive impact on air quality. Furthermore, in creating this project, efforts to encourage connection and access to nearby public transit, as well as efforts to encourage pedestrian and bicycle use will also have a positive impact on the air quality. In Phase II, the landscape roof deck at L2 will add vegetation which will provide further filtering of emissions in and around the site.*

**3. Water** [\[help\]](#)

- a. Surface Water :
- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)  
*None.*
- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)  
*None.*
- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)  
*No fill or dredge material will be placed in or removed from any surface waters.*



- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)  
*No surface water withdrawals are proposed.*
- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)  
*The site is not located within a 100-year flood plain.*
- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)  
*No waste materials will be discharged to surface waters.*

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)  
*No groundwater will be withdrawn or water discharged to groundwater under this proposal.*
- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)  
*No waste materials will be discharged to the ground. All sanitary sewer effluent will be routed through tightline pipe to the existing City of Bellevue sanitary sewer system.*

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)  
*The source of runoff will be rainfall, from building rooftops and from paved areas. Stormwater will be collected and conveyed via a storm pipe and catch basins and routed to underground detention vaults. Stormwater from the vaults will be treated prior to entering the existing storm system. The discharge from the site is to a public, below-grade piped system that drains to Kelsey Creek. Kelsey Creek eventually flows to Lake Washington.*
- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)  
*No waste material will enter ground or surface waters under this proposal.*

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

*The runoff from the proposed development will discharge from the site as currently found in the existing conditions.*

- d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#)

*A stormwater detention and water quality treatment plan will be designed to meet City of Bellevue standards and constructed to control and reduce stormwater runoff impacts from the proposed development.*

#### 4. Plants [\[help\]](#)

- a. Check the types of vegetation found on the site: [\[help\]](#)

☒deciduous tree: alder, maple, aspen, other: *Click here to enter text.*

☒evergreen tree: fir, cedar, pine, other: *Click here to enter text.*

☒shrubs

☐grass

☐pasture

☐crop or grain

☐Orchards, vineyards or other permanent crops.

☐wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other: *Click here to enter text.*

☐water plants: water lily, eelgrass, milfoil, other: *Click here to enter text.*

☐other types of vegetation: *Click here to enter text.*

- b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

*Existing vegetation located in the parking lot landscape islands will be removed. These consist of smaller deciduous trees and evergreen shrubs. Additionally, a row of Leland cypress trees will be removed from a stretch along 160<sup>th</sup> Ave NE close to NE 8<sup>th</sup> St. To be noted, efforts are in place to maintain/ keep some larger species of evergreen firs on site in the OSOZ.*

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

*None are known to be on or near the site to our knowledge.*

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

*The proposed landscaping will be designed per the City of Bellevue standards and will consist of native and adapted plant materials including trees, shrubs, ground covers and perennials.*

- e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

*None are known to be on or near the site to our knowledge.*

## 5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. [\[help\]](#)

Examples include:

birds: ☐hawk, ☐heron, ☐eagle, ☒songbirds, other: *Click here to enter text.*

mammals: ☐deer, ☐bear, ☐elk, ☐beaver, other: *Click here to enter text.*

fish: ☐bass, ☐salmon, ☐trout, ☐herring, ☐shellfish, other: *Click here to enter text.*

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)  
*None are known to be on or near the site to our knowledge.*
- c. Is the site part of a migration route? If so, explain. [\[help\]](#)  
*Yes, the site is part of the Pacific Flyway for migratory birds.*
- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)  
*The implementation of new landscape that will be designed to meet City of Bellevue standards will help to preserve or enhance wildlife.*
- e. List any invasive animal species known to be on or near the site. [\[help\]](#)  
*None are known to be on or near the site to our knowledge.*

## 6. Energy and Natural Resources [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)  
*Electricity will be used for lighting and overall energy needs of the development and natural gas will be used for heating.*
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)  
*It is not anticipated that the proposed Phase II building would affect the use of solar energy by an adjacent property.*
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)  
*The building will comply with current energy code requirements. No specific measures are proposed.*

## 7. Environmental Health [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?

If so, describe. [\[help\]](#)

*None.*

- 1) Describe any known or possible contamination at the site from present or past uses.

[\[help\]](#)

*None are known to be on the immediate site of Phase I or II to our knowledge. Nearby but not connected too our immediate site, An August 2008 Phase I Environmental Site Assessment (ESA) found a former dry cleaning facility, a former tire facility, and a former gasoline station. The Phase II Subsurface Site Assessment (August 2008) concluded the soil within the immediate vicinity of the former dry cleaning facility did not contain PCE impact from historical use. As noted in the Phase I, in 1991 the former tire facility was demolished and subsurface features removed including impacted soil. Ecology issued "No further Action". The former gasoline station was removed including subsurface features in 1990. Impacted soil was excavated and treated on site. A monitoring and clean up plan was put in place with a vapor extraction system.*

*Each of these facilities while located within the Crossroads Mall site are not part of the immediate site for the proposed Mixed-use building and therefore will not be a factor. The former dry cleaning facility was north of QFC. The former tire facility was along 156<sup>th</sup> Ave NE and currently an asphalt parking lot. The former gasoline station was along NE 8<sup>th</sup> in front of Building B and is currently an asphalt parking lot.*

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. [\[help\]](#)

*None are known to exist to our knowledge.*

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. [\[help\]](#)

*Fuel associated with construction equipment would be present on the site during construction phase of the project. No hazardous materials are anticipated to be on the site upon project completion.*

- 4) Describe special emergency services that might be required. [\[help\]](#)

*Only fire, medical, and police services already available in the area. No special emergency services are anticipated.*

- 5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)  
*The contractor will have a pollution and spill prevention plan in place for the construction phase of the project. No other specific measures are proposed.*

b. Noise [\[help\]](#)

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)  
*Noise from vehicular traffic on area roadways would exist as under existing conditions but would not be anticipated to affect the proposed project.*
- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indi-cate what hours noise would come from the site. [\[help\]](#)  
*On a short term basis from construction equipment would be present from approximately 7am to 6pm Monday through Friday. On a long term basis from vehicular traffic to and from the site would be present daily from approximately 7am to 9pm.*
- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)  
*Construction equipment will meet noise ordinance requirements. No other specific measures are proposed.*

8. Land and Shoreline Use [\[help\]](#)

Noise from construction activity is limited to the hours between 7 a.m. to 6 p.m. on weekdays and 9 a.m. to 6 p.m. on Saturdays and prohibited on Sundays and other legal holidays (BCC 9.18)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)  
*The site is part of a retail shopping center. The proposed project will be constructed on an existing parking lot within the center. The surrounding properties adjacent to the project consist of a public community center building and a multi story apartment building for elderly living. No impacts to land uses on nearby or adjacent properties.*
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)  
*The property has not been used as working farm or forest lands.*
- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: [\[help\]](#)  
*The property has not been used as working farm or forest*

lands.

- c. Describe any structures on the site. [\[help\]](#)  
*The proposed site is an existing parking lot. No buildings will be removed.*
- d. Will any structures be demolished? If so, what? [\[help\]](#)  
*None.*
- e. What is the current zoning classification of the site? [\[help\]](#)  
*CB (Community Business District)*
- f. What is the current comprehensive plan designation of the site? [\[help\]](#)  
*The current comprehensive plan designation is Community Business (CB).*
- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)  
*Not applicable.*
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)  
*None.*
- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)  
*It is estimated that approximately 300 people will reside at the completed development and approximately 25 people will work at the completed development.*
- j. Approximately how many people would the completed project displace? [\[help\]](#)  
*No people will be displaced.*
- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)  
*No specific measures are proposed.*
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)  
*The proposed development is a permitted use and the project will be designed to meet City of Bellevue code and design standards, as well as the Comprehensive Plan adopted on Aug 3, 2015.*
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)  
*There are no working farm or forest lands in the vicinity of the site to our knowledge.*

## 9. Housing [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

*The proposed development consists of 224 market rate residential units.*

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)  
*None.*

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)  
*No specific measures are proposed.*

## 10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)  
*The tallest height of the Phase II building will be 60-foot from average grade. The principal building materials will include brick, concrete, cement board and corrugated metal siding.*

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)  
*Some views from adjacent properties to the east will be altered but no views are anticipated to be completely obstructed.*

- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)  
*No specific measures are proposed.*

## 11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)  
*Glare from building window glass could be present during daylight hours and light from building and parking lot lighting could be present during early morning and evening hours.*

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)  
*It is not anticipated that light or glare created by the proposed project would be a safety hazard.*

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)  
*Light from vehicular traffic on surrounding roadways and parking lots would be present but would not be anticipated to affect the project.*

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)



*Building wall lighting and perimeter landscaping lighting will control light and glare impacts by using down lite fixtures and shade devices.*

## 12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)  
*The existing Crossroads park to the east of the site will have a pedestrian connection to the proposed project and contains tennis and basketball courts, walking pathways, a community Center and an a Youth Theater. On site there is a full shopping center with food court, retail and entertainment uses including a cinema.*

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)  
*None.*

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)  
*In Phase I, the OSOZ will provide a large outdoor ground level plaza and will extend the pedestrian connection from existing Crossroads Park onto the project site. This space will have the opportunity to provide community oriented activites such as movies in the park, farmers markets, etc.*

*In Phase II, open space areas will be created within the project - a 10,000 SF amenity deck will be located on the second floor of the residential building for use by residents.*

## 13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)  
*None to our knowledge.*

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)  
*None to our knowledge.*

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)  
*No studies have been conducted to date for the site.*

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be



required. [\[help\]](#)

*No specific measures are proposed. However, if cultural artifacts were uncovered on the site during construction, the proper agencies would be notified.*

#### 14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

*The project site is located on the east side of the Crossroads Shopping Center. Arterial access is provided from NE 8<sup>th</sup> Street on the south side of the shopping center and 156<sup>th</sup> Avenue NE on the west side of the shopping center.*

*The east side of the proposed mixed-use building would abut 160<sup>th</sup> Avenue NE, a private street that serves two small retail strip buildings and a senior housing project on the east side of the street as well as the Crossroads Community Center and the Bellevue Youth Theater at the north end of the street. Crossroads Shopping Center has a perpetual easement for use of 160<sup>th</sup> Avenue NE. The west side of the mixed-use building would front an internal access road known as Crossroads Place, which is also a private street.*

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

*The Crossroads Shopping Center is directly served by King County Metro Routes 221 (Redmond to Eastgate) and 226 (Bellevue to Eastgate) along NE 8<sup>th</sup> Street, and by Routes 245 (Kirkland to Factoria) and the B Line (Redmond Transit Center to Bellevue Transit Center) along 156<sup>th</sup> Avenue NE. Bus Stops are located on the Crossroads Shopping Center frontages. The routes provide daily service with headways between 20 and 30 minutes.*

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

*The proposed building's parking garage would have a total of 253 stalls: 102 stalls on Level 1 and 151 stalls in the basement. The proposed project would eliminate 350 stalls that currently exist within the footprint of the building. It would add 321 stalls both in the new structured parking garage and with reconfigurations of surface lots throughout the Crossroads site.*

*When the proposed project is complete, the entire Crossroads Shopping Center would have 2,245 parking stalls: 299 parking stalls dedicated for residential uses plus 1,946 parking stalls for commercial uses. This represents a net decrease in total parking supply of 29 spaces compared to current conditions.*

Detailed parking analysis performed for the Crossroads Shopping Center found that there is excess parking available, even during peak Christmas seasons. No adverse parking impacts are expected due to the project.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

The project proposes substantial pedestrian/ bicycle improvements and amenities in the vicinity of the new building. The improvements proposed as part of the projects Public Benefit and defined in its Developers Agreement. Key elements of this package include: providing an open space and pedestrian connection to link the shopping center to the adjacent community center; improving the frontage on 160<sup>th</sup> Avenue NE to provide enhanced sidewalk; and improving internal pedestrian environment along Crossroads Place.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

The project would not use water, rail, or air transportation.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

Trip generation for the proposed project are documented in the Level 2 Traffic Analysis. It is estimated to generate 101 PM peak hour vehicle trips (58 enter and 43 exit).

The project is expected to generate an average of about 10-20 round-trip truck movements per day, which could include trash and recycling pick-up, and parcel and bulk item deliveries as well as residential move-in/ move-out. These represent about 4% of the total site traffic.

Detailed traffic and parking analysis are presented in the Level 2 Traffic Impact Analysis for the Crossroads Mixed-Use Project, Heffron Transportation, Inc. December 2020.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. [\[help\]](#)

The project would not interfere with or be affected by the movement of agricultural and forest products on the roadway network.

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

The Level 2 Traffic Impact Analysis determined that no off-site transportation improvements would be required for the project. The

*project would be required implement a Transportation Management Program and pay Traffic Impact Fees.*

**15. Public Services** [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

*The redevelopment of the site may slightly increase the need for public services in the area.*

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

*None are proposed*

**16. Utilities** [\[help\]](#)

- a. Circle utilities currently available at the site: [\[help\]](#)  
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other

*electricity, natural gas, water, refuse service, telephone, sanitary sewer.*

- c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

*Electricity: Puget Sound Energy*

*Natural Gas: Puget Sound Energy*

*Water: City of Bellevue*

*Sanitary Sewer: City of Bellevue*

*Telephone: Frontier Communications*

*Cable: Comcast and Frontier Communications*

*Refuse Service: Republic Waste Management*

**C. Signature** [\[help\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: *Mark Taylor*

Name of signee: *Mark Taylor*

Position and Agency/Organization: *Architect/ Principal MG2*

Date Submitted: *December 30, 2020*